

## Conditions of participation for the xplore 2023 Technology Award

By participating in the contest, you accept the following conditions:

### 1. Conditions of participation, Language of the Competition

1.1 The xplore 2023 Technology Award (the "**Competition**") is organized by

Phoenix Contact GmbH & Co KG  
Flachsmarktstraße 8  
32825 Blomberg  
Germany

Email: [ethevapalan@phoenixcontact.com](mailto:ethevapalan@phoenixcontact.com)

(hereinafter "**Phoenix Contact**")

1.2 Eligible to participate are all natural persons and associations of natural persons (hereinafter "**Project Groups**") who belong to the following groups:

- Pupils
- Apprentices
- Students
- Teachers
- Young scientists
- Founders

In the following, individual participants as well as Project Groups are referred to as "**Participants**". A natural person can only participate as individual participant or as part of one Project Group; participation within more than one project is not possible. Project Groups have to choose a group name.

All persons must apply individually by following the process under <https://www.phoenixcontact.com/ext/en/xplore/application.html>. In case they participate as part of a Project Group, the respective group name must be indicated.

1.3 All persons must have reached the age of sixteen (16) before application for participation.

Natural persons under the age of eighteen (18) may only apply as part of a Project Group with at least one group member above the age of eighteen. The application of natural persons under the age of eighteen (18), requires the consent of their parents/legal guardians to their participation and these conditions. In that case, the consent must be declared by uploading a scan of the original signatures written under these conditions. The parent/legal guardian shall provide an email address he/her can be reached by within a short period.

1.4 Public officials are excluded from the Competition. By participating in the Competition, the Participant confirms that he/she is not a public official.

1.5 In the case of Project Groups, a project manager shall be appointed by the respective Project Group. The project manager shall be the contact person of the Project Group and take over the communication with Phoenix Contact after the application procedure. The project manager must be eighteen (18) years of age or older. For the participation of the Project Group, it is required that every member applies individually, accepts these conditions and – if required according to the section 1.3 above – provides the consent of their parent/legal guardian as described above.

1.6 For the participation in the Competition, the names and contact information (address, email address) of the participating persons and, if necessary, further data are required. In the case of Project Groups, the project manager shall additionally provide an email address that can be used for sending notices to the respective Project Group.

1.7 The communication during the Competition will be in English language.

1.8 The projects are to be carried out by electro-technically trained personnel or under appropriately trained supervision. The participants are responsible for the handling and safety of the electrotechnical equipment.

## **2. Application Period, Project Requirements, Selection and notification of winners**

2.1 Applications can be submitted between the 15. February 2022 and the 1. July 2022, 24:00 German time, under <https://www.phoenixcontact.com/ext/en/xplore/application.html>.

2.2 During the application process, Participants upload a video of 100 seconds with their application, introducing themselves, their vision they would like to participate with. In the video, only English language must be used. The video should present ideas for solutions for a sustainable world (Application Video). The content of the work must not violate applicable law.

2.3 The submitted projects are classified into categories according to their content and evaluated by a selected jury. The jury will select the 100 best projects that will qualify for the realisation phase of the Competition. The basis for the evaluation is in particular the degree of innovation and originality of the ideas. In this phase, the Participants with the best 100 projects will be given the opportunity to realise their ideas until the End of September 2023. The jury will then select the 25 best project results by in particular their innovation, originality, scientific and educational progress, functionality, adequacy of the design and the quality of the presentation. These 25 best project results will be presented before the jury in a nomination phase. The best projects will be determined by the jury as winner[s].

2.4. The Participants will be informed by email immediately if they qualify for the respective next phase and will be kept informed about all upcoming events. The winner[s] will be notified of his/[their] winning by email.

2.5 Participants may revoke participation and withdraw from the Competition at any time. In this case, they lose any claim against Phoenix Contact that may have arisen from their participation. Prizes they already received before withdrawing from the Competition cannot be reclaimed by Phoenix Contact. The Participant shall inform Phoenix Contact about his withdrawal using the contact details provided in section 1.1 above.

## **3. Prizes**

3.1 The Participants having submitted the best 100 projects selected for the realisation phase will be supported with a voucher worth EUR 3,000.00 (three thousand Euros) for the realisation of their project. This voucher can only be redeemed to order products from the online store of Phoenix Contact in the respective region from where the Participant originates. If a Group Project originates from different countries, the order is to be made in the regional shop relevant for the country to which the products shall be shipped. Phoenix Contact will bear the shipping costs.

3.2 Phoenix Contact will invite the Participants having realised the best 25 projects and selected for the nomination phase to present their projects in Bad Pyrmont, Germany to present their projects live. It is possible to present the project online instead. Therefore, travelling is not mandatory to participate in the nomination phase or to receive prizes.

Phoenix Contact pays the travel expenses for each Participant (up to a maximum of 5 persons per Project Group) as well as possible transport costs for the projects to a reasonable extend. according to a separate agreement. Participants under the age of 18 may only travel if accompanied by a parent or guardian. The parent or guardian must pay their own travel expenses.

3.3 The Winner[s] are rewarded with non-cash prizes or fundings. They will be handed over their certificate[s] and prizes during a ceremony in Bad Pyrmont or, in case of remote participation, by post.

3.4 All prizes, in particular the prizes mentioned in this section 3, will not be paid out in cash. They will exclusively be awarded as non-cash prizes and may not be exchanged.

3.5 The Participant undertakes to comply with all applicable laws, in particular anti-bribery and anti-corruption laws. In case that Phoenix Contact becomes aware that a Participant violates any such applicable laws, Phoenix Contact shall be entitled to refrain from granting the respective donations or, if the donation was made already, request repayment. Phoenix Contact shall in this case also be entitled to disqualify the Participant according to the following section 4.

#### **4. Disqualification from the Competition**

Phoenix Contact is entitled to exclude Participants from the Competition in case of legitimate reasons, such as a breach of these conditions of participation. A legitimate reason exists in particular if the power of representation or a declaration of consent required pursuant to section 1 is missing or in case of another violation of these conditions of participation.

#### **5. Modifications of the rules of participation and termination of the competition**

Phoenix Contact reserves the right to modify these rules of participation at any time. Such modifications will be published on the website of the xplore 2023 Technology Award ([www.phoenixcontact.com/xplore2023](http://www.phoenixcontact.com/xplore2023)) and communicated to the Participants by email to the email address indicated by them. Each Participant will be granted a reasonable period of time (usually four weeks) to make an express declaration. If the Participant does not make a declaration within this period, the modified conditions will be considered as granted and bind the Participant. Phoenix Contact will inform the Participants about the period and the consequences of its expiration.

In addition, Phoenix Contact reserves the right to terminate or interrupt the Competition at any time, in particular in the case of reasons that would disturb or prevent the orderly course of the Competition.

#### **6. Data protection**

Personal data which the Participant communicates to Phoenix Contact or which Phoenix Contact has already stored on the Participant will be used for the purpose of managing the Competition. Further information can be found in the data protection notice.

#### **7. Consent to the use of the Application videos**

7.1 Phoenix Contact intends to publish a selection of the Application videos of the Participants on social media. For this purpose, the Participant agrees to separately declare his consent to the publishing of the videos by Phoenix Contact on the above-mentioned website and to further use the videos and images thereof in illustrations, documentation or for advertising purposes at no charge regardless of the transmission, media and memory technologies used. The aforementioned right of use includes the right to save, edit, publish and reproduce the images as long as this does not obviously lead to disadvantages for the Participants, Phoenix Contact including its Affiliated Companies. Participants should note that in the course of publishing the data on the internet such data may be retrieved worldwide. The Participant has the right to revoke the right of use at any time and to object to a further use of the image data. The revocation must be submitted in writing (including email) to Phoenix Contact GmbH & Co. KG, for the attention of Edmond Thevapalan, Flachsmarktstr. 8, 32825 Blomberg, Germany, Email: [ethevapalan@phoenixcontact.com](mailto:ethevapalan@phoenixcontact.com)

7.2 If an invention is presented at the contest, it may be considered to be published and may not be registered as patent or utility model anymore. If the Participant intends to protect an invention, it must therefore be registered for a patent or a utility model by the Participants or their legal representatives before its first presentation at the contest. The Participant may object to a publication for the purpose of registering an intellectual property right.

#### **8. Copyright and rights of third parties**

The Participant assures that the copyright will be preserved and that his video as well as the developed project is free of any third parties' rights. For the sake of clarification, Phoenix Contact emphasizes that the videos of the participants may not contain any music, images or other media protected by copyright and that the projects may not violate any intellectual property rights (patents, trademarks etc.) of third parties. The Participant and Phoenix Contact undertake to immediately inform each other in writing if third parties assert the violation of intellectual property rights in connection with the respective project, e.g. by using the video or individual images thereof. The Participant assures that all individuals appearing in the video have explicitly consented to the publishing. The Participant will defend himself against any claims of third parties, support Phoenix Contact (as well as its Affiliated Companies, as the case may be) in the defence against such claims - including the assumption of any legal defence costs

- as well as indemnify Phoenix Contact (as well as its Affiliated Companies, as the case may be) from any of the aforementioned third parties' claims.

### 9. Warranty and liability

9.1 Warranty claims of the Participant with regard to the prizes exist only insofar as Phoenix Contact has fraudulently concealed a defect.

9.2 Phoenix Contact is not liable for faulty data transport and/or loss unless this was caused by errors for which Phoenix Contact is responsible. In particular, Phoenix Contact is not liable if data are not transmitted at all or not in time due to faulty and/or incomplete data entry on the part of the Participant.

9.3 Phoenix Contact does neither assume liability in case of lost, damaged, misdirected or late Participant registrations nor for any technical problems that affect the final result or the participation in the contest.

9.4 For the rest, a liability of Phoenix Contact as well as its owners, senior executives, assistants and vicarious agents is excluded for all damages. The disclaimers and limitations of liability in this section 9 do not apply to claims under the Product Liability Act, in cases of wilful intent or gross negligence, injury to life, body or health or due to the violation of cardinal obligations. Cardinal obligations are such obligations the fulfilment of which actually enables the due and proper performance of the Competition and the observance of which the Participant may regularly rely on. The claim for damages for the violation of cardinal obligations, however, is limited to the typically occurring, predictable damage.

### 10. Miscellaneous

10.1 If the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from or under this agreement is Blomberg, Germany. The same applies to persons without general place of jurisdiction in Germany or persons who moved their place of residence or habitual abode abroad after concluding the agreement, or whose place of residence or habitual abode is not known at the time the action is filed. In this case, however, claims may also be lodged against each contractual party at its general place of jurisdiction.

10.2 The law of the Federal Republic of Germany shall be applicable with the exception of the conflict of laws provisions and the CISG. If the Participant is not a merchant and is not domiciled in Germany, the mandatory provisions of the law which would be applicable without a choice of law shall also apply.

10.2 Should individual provisions of these conditions be or become fully or partially invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

Blomberg, April 2022  
PHOENIX CONTACT GmbH & Co. KG

In case of participants having reached the age of sixteen but not eighteen:

I am the parent/legal guardian of the minor participant \_\_\_\_\_ [Name] and hereby give my consent for the said to participate in the Competition under the conditions above.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature (legal guardian)

\_\_\_\_\_  
Name in letters (legal guardian)

\_\_\_\_\_  
Email address (legal guardian)